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and free from fraud, misapprehension, or mistake. A court of equity will not compel a man specifically to perform a contract which he never intended to enter into, or which he would not have entered into had its true effect been understood. If the contract be made with an agent, the agency must be established by clear, certain, and specific proof. And if ratification of an unauthorized contract be relied on, it must be shown by clear and satisfactory proof that such ratification was made with full knowledge of all the material facts affecting such contract.

PEIRCE v. GRICE.—Decided at Richmond, April 2, 1896.—*Buchanan, J:*

1. LANDLORD AND TENANT—*Lease for a term—Erection of buildings—Removal of buildings—Renewals on like terms.* Where the terms of a lease require the lessee to erect buildings upon the leased premises, and there is no agreement for their removal by the lessee, he has no right to remove them. A contract of lease for a period of ten years, with the option to lessor at the end of that period to renew for another period of ten years upon like conditions, or else pay for the buildings erected by the lessee, is satisfied by one renewal for the period of ten years, and at the expiration of that period the lessor is entitled to the possession of the leased premises, including the buildings.

2. LANDLORD AND TENANT—*Holding over—Terms of holding.* Where a landlord permits a tenant for a term of years to hold over after the expiration of his term, without any new agreement, he becomes a tenant from year to year on the terms of the former lease, so far as applicable to the new situation; and this rule is not affected by the fact that the buildings on the leased premises were erected by the lessee under the terms of his original contract.

BOOTH v. DOTSON—Decided at Wytheville, June 25, 1896.—*Cardwell, J:*

1. PLEADING—PARTIES—*Death of party after judgment, but before appeal—Death pending appeal or writ of error.* All suits must be instituted by and prosecuted against living persons, either in a personal or representative capacity. There must be such parties to the record as can be affected by the judgment and from whom obedience can be compelled. An appeal or writ of error cannot be granted to one who is dead. His personal representative is the party aggrieved, and the person to apply for the appeal or writ of error. But if a party dies during the pendency of an appeal or writ of error, the court may proceed to judgment or decree in certain cases under Section 3307 of the Code as if such death had not occurred.

EARLY & CLARK v. COMMONWEALTH—Decided at Wytheville, June 25, 1896.—*Keith, P:*

1. CRIMINAL PROCEDURE—*Indictment—Venire.* An indictment which charges that an offence was committed “within the jurisdiction of the court,” but does not state where the offence was committed, is bad on demurrer. Jurisdiction is matter of law. The place where an offence is committed is a matter of fact. It is necessary to aver and prove the place where the offence is alleged to have been committed.